

City of Danville, Virginia

427 Patton Street, Room 304 Danville, VA 24541

PO Box 3300 Danville, VA 24543

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INVITATION FOR BID

Bid No.: IFB 16-17-024

Title: Pole Mount Transformers

Bid Closing Date: Sealed Bids shall be accepted no later than September 8, 2016 at 2:00

P. M. at the Purchasing Department, 427 Patton Street, Room 304,

Danville, VA 24541

Direct Inquires to: J. Gary Via, Director of Purchasing

(434) 799-6528 opt. 4

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IFB 16-17-024

Pole Mount Transformers

1.0 SCOPE

It is the intent of this "Invitation" to secure a vendor(s) to furnish pole mount transformers for the Division of Power and Light (DP&L) per City of Danville P&L Specification No. E88-4A.

1.1 Submit invoice(s) to:

City of Danville Purchasing Department PO Box 3300 Danville, VA 24543

1.2 Deadline

Sealed bids shall be submitted no later than September 8, 2016 at 2:00 P. M. to:

City of Danville
Purchasing Department
Attn.: J. Gary Via
427 Patton Street, Room 304
Danville, VA 24541

2.0 DELIVERY

2.1 All equipment shall be delivered to:

City of Danville, Division of Power & Light Utility Service Building 1040 Monument Street Danville, Virginia 24541

2.2 The manufacturer shall notify the City of shipment approximately forty-eight (48) hours before arrival.

3.0 SUPPLEMENTAL GENERAL CONDITIONS

3.1 Award Criteria

3.1.1 The award will be made to the lowest responsible bidder whose proposal conforming to the invitation will be most advantageous to the City, price and other factors considered such as delivery time, quality, operating and maintenance cost, service, resale value, etc.

3.1.2 The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

3.2 Authority

- 3.2.1 The Director of Purchasing as the designee of the City Manager has the sole responsibility and authority for negotiating, placing, and when necessary modifying each and every invitation to bid, purchase order or other award issued by the City of Danville. In the discharge of these responsibilities, the Director of Purchasing may be assisted by assigned buyers. No other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the City of Danville for an indebtedness. Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.
- 3.2.2 This procurement process, including withdrawal of bids and appeals or protests, is governed by the "PROCUREMENT CODE OF THE CITY OF DANVILLE, VIRGINIA". Copies of the Procurement Code may be obtained by writing the City of Danville Purchasing Department, PO Box 3300, Danville, VA 24543. The City of Danville does not discriminate against faith-based organizations.

3.3 Bid Preparation

- 3.3.1 Bid proposals must be written in ink or typewritten and shall be submitted on the forms issued. Unsigned bids will not be accepted. No bid may be considered if received after the time shown on Title Page. Bidders are expected to examine all instructions and specifications. Failure to do so will be at the Bidder's risk. Erasures or other changes must be initialed by the person signing the bid.
- 3.3.2 Envelopes containing bids must be sealed and marked in the lower left hand corner with the invitation number and the words **IFB 16-17-024** "**Pole Mount Transformers**" and submitted to the office indicated on the title page.

3.4 Bids Binding 60 Days

Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date.

3.5 Enforcement

This Agreement and the performance hereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia.

3.6 Interpretation

3.6.1 If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specification or other document, he should submit a written request for an interpretation thereof to the Director of Purchasing. An interpretation of the bid invitation document will be made only by written addendum issued to each potential bidder. THE CITY WILL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF BID INVITATION DOCUMENTS EXCEPT AS ISSUED IN ACCORDANCE HEREWITH.

3.6.2 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

3.7 Patents

The Vendor agrees to indemnify and save harmless the City, and all personnel from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products, or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City as a necessary requirement in connection with the final execution of any contract in which such patented appliances, products, or processes are used.

3.8 Prices

3.8.1 All prices are based on delivery to the destination designated in the invitation including packing charges. Any discounts for payment (Invoicing Terms) should be entered on the proposal page and will be considered in the evaluation.

3.8.2 Unless lump sum is specifically requested, unit and extended prices should be given. Failure to do so may cause bid to be rejected. In all cases, the unit price shall govern.

3.9 Performance

In case of default by the Vendor, the City may procure the commodity or services from other sources and hold the Vendor responsible for any excess costs occasioned thereby.

3.10 Specifications and Product Description

When brand names, Delivery ARO numbers, trade names, catalog numbers or cuts are listed, they are, unless otherwise specified, included for the purpose of furnishing bidders with information concerning the style, type or kind of article desired and a bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics. Any available printed material or literature which describes the product being offered for sale shall be included with the bid. The City shall be the sole judge of suitability of substitutes offered. When a formal numbered specification is referred to in this invitation, no deviation will be permitted and the bidder will be required to furnish articles in conformity with that specification.

3.11 Taxes

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.

3.12 Vendor's Relationship to the City

3.12.1 Independent Contractor

It is expressly agreed and understood that the Vendor is in all respects an independent Contractor as to work and is in no respect any agent, servant, or employee of the City. The contract specifies the work to be done by the Vendor, but the method to be employed to accomplish the work shall be the responsibility of the Vendor.

3.12.2 Subcontracting

Vendor may subcontract services to be performed hereunder with the prior approval of the City, which approval shall not be unreasonably withheld. No such approval will be construed as making the City a part of, or to, such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Vendor of its liability and obligation under this contract; and despite any such subcontracting the City shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

3.12.3 Novation

The Vendor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies, or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Vendor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, and equipment.

3.13 Drug Free Work Place

During the performance of this contract, the vendor agrees to:

- a. Provide a drug-free workplace for the vendor's employees;
- Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- c. State in all solicitations or advertisements for employees placed by or on behalf of the vendor that the vendor maintains a drug-free workplace;

d. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor;

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

3.14 Indemnification

The Vendor shall indemnify the City, its agents, officers, and employees, against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend and indemnify the City, its agents, officers, and employees, from any claims, demands, suits, actions, or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out of the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Vendor or Vendor's subcontractors. Vendor shall procure and maintain, at Vendor's own cost and expense, any additional kinds and amount of insurance that, in Vendor's own judgment, may be necessary for Vendor's proper protection in the prosecution of the work.

- b. The Vendor shall, at his own expense, appear, defend, and pay all charges of attorney and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City, and/or its officers, agents, and employees, in any such action, the Vendor shall, at his own expense, satisfy and discharge the same. The Vendor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its agents, officers, and employees as herein provided.
- c. The Vendor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Vendor. The Vendor shall have charge and control of the entire work until completion and acceptance of the same by the City.
- d. The Vendor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
- e. The Vendor, however, will not be obligated to indemnify the City, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting solely from the negligence of the City or its officers, agents, and employees.

3.15 Insurance

The Vendor shall not commence work under any contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City; nor shall the Vendor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Vendor hereunder.

- a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Vendor shall take out and maintain during the life of the Contract, Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work.
- b. Comprehensive General Liability Insurance: The Vendor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the City of Danville and its officers, agents and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive

Premises – Operation

Products/Completed Operations Hazard

Contractual Insurance

Independent Contractor and Subcontractor

Broad Form Property Damage

Personal Injury

c. Automobile liability insurance with minimum combined single limits of \$500,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles

Non-owned Vehicles

Hired Vehicles

d. Umbrella Policy: At the option of the Vendor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage herein required. However, any such umbrella policy must have minimum coverage limits of \$2,000,000.00.

3.16 Equal Employment:

During the performance of the contract, the vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.
- b. The Vendor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.
- c. The Vendor, in solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such vendor is an equal opportunity employer.
- d. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section
- e. The Vendor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- f. The Vendor will otherwise comply with all other applicable provisions of local, State, and Federal law. Vendor does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

4.0 **SPECIFICATIONS**

CITY OF DANVILLE, VIRGINIA, DIVISION OF POWER & LIGHT
SPECIFICATION NO. E88-4A

DISTRIBUTION TRANSFORMERS, SINGLE PHASE, OVERHEAD

15KVA-167KVA- "DUAL VOLTAGE"

DESIGN REQUIREMENTS - GENERAL

All units shall have the following features:

 All units shall meet all applicable ANSI standards and written certification, including but not limited to test results, shall be provided where applicable

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 Single-phase, 7200 volts primary winding, suitable for use on a 7200/12470 volts grounded-Y system and capable of dual voltages for 24940Y/14400

- Conventional protection
- 60 hertz
- 125 kv BIL
- Average winding rise shall be limited to no more than 65⁰ C
- Pressure relief valve meeting ANSI C57.12.20
- Each transformer shall be equipped with a non-resettable device which detects and provides external indication of internal transformer faults, and also incorporates pressure relief functionality. The approved device is manufactured by IFD Corporation or approved equal.
- Primary no-load taps, 2-2.5% above and 2-2.5% below 7200 volts
- Single set of mounting brackets
- Unit shall be filled with virgin "PCB-Free less 1-ppm" mineral oil dielectric fluid with a
 maximum allowable concentration of less than 1-ppm PCB. A letter from the
 manufacturer is required to certify that only "PCB-Free" oil is used in the manufacturing
 process.
 - "Less than 1 PPM PCB" or "PCB-Free" shall be etched or otherwise permanently written on the nameplate.
- 15 kva, 25 kva and 50 kva units shall utilize interlaced secondary windings.
- *Transformer Pallet opening to accommodate forklift tongues that close in to 30".

SPECIFIC UNITS

The following units shall be quoted at 120/240 volt secondary, one primary bushing, with a tank-mounted direct-connected <u>18kv</u> evolution lightning arrester: 15 kva, 25 kva, 50 kva, 75 kva, 100 kva and 167 kva.

The following units shall be quoted at 120/240 volt secondary, and two primary bushings: 15 kva, 25 kva, 50 kva, 75 kva, 100 kva and 167 kva.

The following units shall be quoted at 240/480 volt secondary, and two primary bushings: 25 kva, 50 kva, 75 kva, 100 kva and 167 kva.

The following units shall be quoted at 277 volt secondary, and two primary bushings: 25 kva, 50 kva, 75 kva, 100 kva and 167 kva.

DATA TO BE SUPPLIED BY SUCCESSFUL VENDOR

Complete information and dimensional drawings on recommended transformers (preferred and alternate) are to be furnished.

Three (3) instruction booklets containing complete descriptive information and a parts list showing catalog numbers, quantities and diagrams to be included with each unit and three (3) sets of drawings for each unit to include, but not limited to, the following:

- Nameplate
- Outline
- Applicable detail drawing dimensions and features, plus nameplate drawing used for construction, three (3) copies of each.

LOSSES

Losses will be evaluated according to the formula shown below. Manufacturer shall provide the necessary information at the time of bid opening to perform the loss evaluation. This loss information should be based on 85 deg. C. at 100% voltage using "guaranteed loss" figures; i.e., the average of the losses of the units involved shall not exceed quoted values and the losses of any individual unit shall not exceed the tolerances in Table 16, ANSI Standard C57.12.00.

In the event that the actual tested losses of the quoted transformer(s) exceed by 10% the guaranteed loss values quoted in the proposal, the purchase price of the unit(s) shall be reduced by the evaluated cost of the difference between actual and guaranteed losses.

Information to be supplied for each unit:

i)	No-Load losses:		
	KW x \$ 2,800.00	0/KW * =	
i)	Copper losses:		
	KW x \$ 1,200.00)/KW * =	
iii)	Purchase price (each unit) =		
	Total Ownership Cost (i+ii+iii) =	_	

BID EVALUATION

Bids will be evaluated based on the Total Ownership Cost (TOC) of each Bids unit as detailed in Section 8.0 above.

A 5% window will be utilized. Any TOC within 5% of the lowest TOC will be grouped as equal. Bids will then be awarded to the low purchase price within that group.

It is desired that this bid evaluation result in a blanket order to one vendor for all pole mounted transformer units. However, any combination of purchases deemed most advantageous by the City may be selected.

Manufacturer's Distributors may, as an alternate, provide proposals on stocking, partnering, or consignment arrangements if these arrangements will provide the City with benefits related to either cost or delivery time. The City reserves the option to consider these alternatives during the evaluation of bids.

TRANSFORMER HEIGHT REQUIREMENTS

Transformer tank heights will be limited to the following dimensions:

NOT INCLUDING BUSHINGS

15 KVA	-	27"
25 KVA	-	27"
50 KVA	-	30"
75 KVA	-	40"
100 KVA	-	45"
167 KVA	-	45"

DOE STATEMENT

[6450-01-P]
DEPARTMENT OF ENERGY
10 CFR Part 431
[Docket No. EERE-2010-BT-STD-0048]
RIN: 1904-AC04

Energy Conservation Program: Energy Conservation Standards for Distribution Transformers

AGENCY: Office of Energy Efficiency and Renewable Energy, Department of Energy.

ACTION: Final rule.

SUMMARY: The Energy Policy and Conservation Act of 1975 (EPCA), as amended, prescribes energy conservation standards for various consumer products and certain commercial and industrial equipment, including distribution transformers. EPCA also requires the U.S. Department of Energy (DOE) to determine whether more-stringent standards would be technologically feasible and economically justified, and would save a significant amount of energy. In this final rule, DOE is adopting more-stringent energy conservation standards for distribution transformers. It has determined that the amended energy conservation standards for this equipment would result in significant conservation.

City of Danville IFB 16-17-024 Bid Proposal

In compliance with Invitation to Bid No.16-17-024 and subject to all conditions thereof and attached hereto, the undersigned offers and agrees if this bid be accepted to furnish any and all of the items or services for the sum of:

	COMMODITY	QTY	AMOUNT
1	15 kVA Single Phase Pole mount transformed Dual voltage per Specification No. E88-4A	er; single bushing 30 each	
	Offering: Make:	Delivery ARO:	
	A. Purchase Price = \$	EA.	
	B. No load losses:	KW X \$2,800.00/KW = \$	
	C. Copper losses:	KW X \$1,200.00/KW = \$	
	Total Owning Cost (A + B + C) = \$	X 30 \$	
2	25 kVA Single Phase Pole mount transformed Dual voltage per Specification No. E88-4A	er; single bushing 100 each	
	Offering: Make:	Delivery ARO:	
	A. Purchase Price = \$	EA.	
	B. No load losses:	KW X \$2,800.00/KW = \$	
	C. Copper losses:	KW X \$1,200.00/KW = \$	
	Total Owning Cost (A + B + C) = \$	X 100 \$	
3	50 kVA Single Phase Pole mount transformed Dual voltage per Specification No. E88-4A	er; single bushing 50 each	
	Offering: Make:	Delivery ARO:	
	A. Purchase Price = \$	EA.	
	B. No load losses:	KW X \$2,800.00/KW = \$	
	C. Copper losses:	KW X \$1,200.00/KW = \$	
	Total Owning Cost (A + B + C) = \$	X 50 \$	

4	75 kVA Single Phase Pole mount transformer; single bushing Dual voltage per Specification No. E88-4A 10 each			10 each
	Offering:	Make:	Delivery ARG	D:
	A. Purcha	se Price = \$	EA.	
	B. No load	l losses:	KW X \$2,800.00/k	KW = \$
	C. Coppe	losses:	KW X \$1,200.00/k	<pre><w \$<="" =="" pre=""></w></pre>
	Total Owning (Cost (A + B + C) = \$	X 10	\$
5		Phase Pole mount transform er Specification No. E88-4A	ner; Two bushings	30 each
	Offering:	Make:	Delivery ARG	D:
	A. Purcha	se Price = \$	EA.	
	B. No load	l losses:	KW X \$2,800.00/k	KW = \$
	C. Coppe	losses:	KW X \$1,200.00/k	<pre><w \$<="" =="" pre=""></w></pre>
	Total Owning	Cost (A + B + C) = \$	X 30	\$
6	Dual voltage p	Phase Pole mount transform er Specification No. E88-4A	•	6 each
	Offering:			D:
	A. Purcha	se Price = \$		
	B. No load	l losses:	KW X \$2,800.00/h	(W = \$
	C. Copper	losses:	KW X \$1,200.00/h	<pre><w \$<="" =="" pre=""></w></pre>
	Total Owning (Cost (A + B + C) = \$	X 6	\$
	60 hertz, one p Arrestor.	Phase Pole mount transform orimary bushing with tank mo		6 each
	Offering:	Make:	Delivery ARG	D:
	A. Purcha	se Price = \$	EA.	
	B. No load	l losses:	KW X \$2,800.00/k	<pre><w \$<="" =="" pre=""></w></pre>

C. Copper losse	es:	KW X \$1,200	.00/KW = \$
Total Owning Cost ((A + B + C) = \$	X 6	S \$
The undersigned Bidder the preparation of this B		of the following Adden	da, which have been considered in
	No	Dated	
	No	Dated	
	No	Dated	
Company Name			Date
Address			
		- :-	
		Zip C	ode
Signature			
Signature (Printed)			(if applicable)
Title			
Phone		Fax	
Email Address			